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5 Attorney for Plaintiff
6 JOHN RODGERS

7 UNITED STATES DISTRICT COURT

8 NORTHERN DISTRICT OF CALIFORNIA

9

10 JOHN RODGERS,

11 Plaintiff,

12 vs.

13 MANN'S CHINESE CUISINE, INC., MARK
14 PHANG, MARK THANG, MARTIN THANG,
and DOES 1-50, Inclusive.

15 Defendants.

16 Case No.: C14-02914 KAW
Civil Rights

17 **STIPULATION FOR DISMISSAL OF
ACTION; ~~PROPOSED~~ ORDER**

18 **STIPULATION**

19 Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, plaintiff JOHN
RODGERS ("Plaintiff") and defendants MANN'S CHINESE CUISINE, INC., MARK PHANG,
MARK THANG, MARTIN THANG ("Defendants"), by and through their respective attorneys
of record, stipulate that:

20 1. This case has been settled and all issues and controversies between the parties
21 have been resolved to their mutual satisfaction pursuant to the terms of a Settlement Agreement
22 and General Release ("Settlement Agreement") entered into between the parties;

23 2. Plaintiff's Complaint in the above-entitled action shall be dismissed with
24 prejudice as against all Defendants;

1 3. The parties consent to and request that the Court retain jurisdiction to enforce the
2 Settlement Agreement for a period of 18 months after the date hereof, under the authority of
3 *Kokonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381-82 (1994); and

4 4. Outside the terms of the Settlement Agreement, all parties shall bear his, her, or
5 its own costs and fees in the action.

6
7 **IT IS SO STIPULATED.**

8
9 Dated: April 20, 2015

RONALD B. REISS, ATTORNEY AT LAW

10
11 By: _____/S/
12 Ronald B. Reiss
13 Attorney for Plaintiff JOHN RODGERS

14 Dated: April 8, 2015

LAW OFFICES OF JOHN D. BENGSTON

15
16 By: _____
17 John D. Bengston
18 Attorney for Defendants MANN'S CHINESE
19 CUISINE, INC.; MARTIN THANG
20 /
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4 4. Outside the terms of the Settlement Agreement, all parties shall bear his or its
5 own costs and fees in the action.

6 **IT IS SO STIPULATED.**

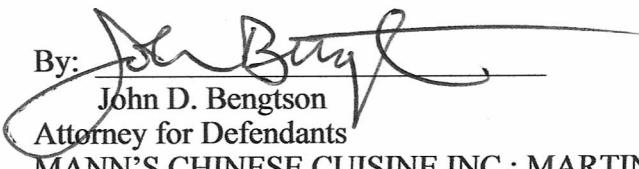
7 Dated: _____, 2015

8 RONALD B. REISS, ATTORNEY AT LAW

9 By: _____
10 Ronald B. Reiss
11 Attorney for Plaintiff JOHN RODGERS

12 Dated: 4/8, 2015

13 LAW OFFICES OF JOHN D. BENGTSON

14 By: 
15 John D. Bengtson
16 Attorney for Defendants
17 MANN'S CHINESE CUISINE INC.; MARTIN
18 THANG

ORDER

The parties having so stipulated,

IT IS HEREBY ORDERED that:

1. Plaintiff's Complaint in the above-entitled action shall be dismissed with prejudice as against all Defendants;

2. By consent of the parties, the Court shall retain jurisdiction in this matter for the purpose of enforcing the terms of the Settlement Agreement for a period of 18 months from the date hereof; and

3. All parties shall bear his, her, or its own costs and fees in the action.

Dated: 4/21, 2015

Kandis Westmore

HON. KANDIS A. WESTMORE
U.S. MAGISTRATE JUDGE